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7 **Attorney for Debtor**

8 **IN THE UNITED STATES BANKRUPTCY COURT**
9 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
10 **SAN FRANCISCO DIVISION**

11 **IN RE: PETER R. FADER dba Urchin)**
12 **Capital Partners, dba Urchin)**
13 **Partners,)**
14 **Debtor.)**

Case No. 08-30119 DM

CHAPTER 7

DATE: June 9, 2023
TIME: 10:30 a.m.
PLACE: 450 Golden Gate Ave.
San Francisco, CA
Courtroom 16
Judge Dennis Montali

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17 **MOTIONS OF WILLIAM F. ABBOTT FOR**
18 **(1) ORDER FOR PAYMENT OF ATTORNEY'S FEES &**
19 **(2) ORDER RELIEVING ATTORNEY FROM FURTHER**
20 **REPRESENTATION**

21 COMES NOW William F. Abbott ("Attorney" or "Moving Party"), nominal Attorney
22 for the Debtor herein, and moves this Honorable Court for Orders (1) that the Trustee
23 pay, from the funds due to the Debtor from the proceeds of the Boal Adversary
24 Proceeding, the balance of \$27,000 due to Moving Party's fees from representing
25 Debtor in two Adversary Proceedings, and (2) Relieving Attorney of any further duties
26 herein.

27 The Motions are based on the facts stated in the Declaration of William F. Abbott and
28 Memorandum of Points & Authorities served and filed herewith served and filed herewith,
on the files and records herein and in the three Adversary Proceeding filed in this
Bankruptcy, and on such oral, documentary and physical evidence as should be

1 introduced at the hearing on the Motions.

2 In support of the Motions, Moving Party represents as follows,

3 1. Moving Party served as attorney for Debtor Peter Fader in this bankruptcy
4 and two associated Adversary Proceeding filed by the United States Trustee for Denial of
5 Discharge and Revocation of Discharge.

6 2. The Complaint for Denial of Discharge resulted in a verdict for the Debtor
7 after trial and the Adversary Proceeding to Revoke the Discharge was dismissed by the
8 United States Trustee in May, 2010, shortly before the Trial was set to occur.

9 3. Attorney also representation of Mr. Fader in as case in the Superior Court
10 of San Francisco County entitled *Gaddy v. Deitzmann*, Case No. CGC-07-461716 (the
11 "State Court Action"), which was eventually dismissed.

12 4. After the Dismissal of Mr. Fader's claims in the State Court action, the total
13 remaining due for Attorney fees and costs in the three matters was \$39,300. Attorney
14 had been paid a total of \$18,000 during the first Adversary Proceeding.

15 5. Between February, 2011 and January, 2012, Mr. Fader made 10 payments
16 of \$1,000 each and one payment of \$300, leaving an unpaid balance of \$29,000.

17 6. Sometime in early 2015 Mr. Fader left California and began living in Denver,
18 Colorado, where he remains today.

19 7. In October, 2017 Mr. Fader made an additional payment of \$2,000, leaving
20 a remaining balance of \$27,000.

21 8. Throughout this entire period Peter Fader repeatedly told Moving Party that
22 he would pay the balance due.

23 9. Sometime in 2018 or early 2019, Mr. Fader told Attorney that he was in
24 contact with new attorneys who could pursue a claim against Stephen Boal, and that I
25 would be paid from this recovery.

26 10. Moving Party spoke at length to attorneys at a law firm in New York who
27 asked many questions about the bankruptcy. However, no one, not Fader or his new
28 attorney, would discuss what the actual basis of the claim was.

1 11. Moving Party first became aware of the actual details of the claim when a
2 copy of the proposed Complaint was attached to the Motion To Approve Compromise
3 between Fader and the Trustee. Since Moving Party became aware of the facts alleged
4 in the Adversary Proceeding Complaint, Fader has not been willing to speak to Moving
5 Party.

6 12. After the settlement of the Boal Adversary Proceeding, Moving Party called
7 Fader more than once to discuss the fees, but Fader did not return the calls.

8 13. On November 9, 2022, Moving Party received an email from Loren Kieve,
9 stating that he represented Fader and that Moving Party was not to contact Fader. Mr.
10 Kieve also said that the only way Moving Party was to communicate with him was by e-
11 mail. Moving Party sent a reply email stating that he wanted to talk to someone about
12 the balance of my fees. Kieve failed to respond.

13 14. On Friday April 14, 2023, at 8:17 p.m., Moving Party received a telephone
14 call from Peter Fader. Moving Party told Mr. Fader that Kieve has instructed Moving
15 Party not to talk to Fader. His immediate response was "F*** him, you're going to talk to
16 me". Moving Party responded that he did not want to talk to Fader until he received
17 written assurance that he would be paid the \$27,000 he still owed me. This call lasted
18 33 seconds.

19 15. Mr. Fader called again at 8:29 p.m. This call lasted well over 6 minutes.
20 Mr. Fader stated that he could not pay me any fees from the Adversary Proceeding
21 Proceeds because he had to pay Kieve \$190,000 because "It [the Boal Adversary
22 Proceeding] was his case. It was his idea. He thought the thing whole up".

23 16. Mr. Fader then told me that the only way that Moving Party would be paid
24 was if he resumed representing Fader and obtained a reduction in the fee and costs
25 awarded to Tyler Meade. He proposed that Moving Party receive a contingent fee that
26 would also include my past balance.

27 17. Moving Party told Mr. Fader that I would not discuss representing him until I
28 received a signed Stipulation that I would be paid \$27,000 from the funds held by the

1 Trustee. Fader said he would call back on Saturday and hung up.

2 18. Mr. Fader called back the next day. Over a period of 2 days there were 13
3 substantive telephone calls totaling over 40 minutes. At the end of the last call In a wide
4 ranging conversation, Mr. Fader finally realized that Moving Party was not going to
5 resume representing him without payment, he called Moving Party “miserable dwarf” and
6 Moving Party hung up.

7 19. The parties exchanged texts over the next two days in which Fader assured
8 Moving Party that a Stipulation would be executed, but this exchange ended without any
9 further action.

10 20. Based on these facts Moving Party asserts that it would be unjust for the
11 Court to require him to do anything more for Peter Fader.

12 21. Moving Party has requested that Mr. Kieve file a Substitution of Attorney
13 herein, but he has refused,

14 THEREFORE, BASED ON THE FOREGOING, Moving Party prays this Court for
15 Orders that the Trustee pay Moving Party \$27,000 from the funds due to Fader, and that
16 Moving Party be relieved as Attorney for Debtor herein.

17 Date: May 12, 2023

Respectfully Submitted;

18 William F. Abbott
19 William F. Abbott
20 Attorney for Debtor
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